Subsequent Award of Alimony—Jurisdiction—Effect of Marriage of Defendant.—Hekking v. *Pfaff*, 82 Fed. Rep. 403. Plaintiff, a resident of South Dakota, had obtained a decree of divorce in the courts of that State against defendant, a resident of Massachusetts and not under the jurisdiction of the court granting the divorce. No alimony was allowed by this decree. Defendant thereafter married again, and plaintiff subsequently obtained leave to have the decree opened, and filed an amended bill alleging grounds for alimony that had arisen since the original decree. In an action brought on a decree thereby obtained granting alimony, *held*, that the latter decree was void, and that defendant's subsequent marriage did not prevent him, either as a ratification, waiver or estoppel, from denying the jurisdiction or authority of the court to open the decree and award alimony against him.

CIVIL RIGHTS.

Civil Rights—Restaurant Keepers—Colored Guests—Master and Servant.—Bryan v. *Adler*, 72 N. W. 368 (Wis.). A Wisconsin statute makes restaurant keepers liable to the person aggrieved, for refusal, or aiding or inciting a refusal to anyone of every race and color, the full enjoyment and privileges of their restaurant. Under such a statute, a restaurant keeper is liable to a colored guest whom the waiter refused to serve on account of his color, even though the restaurant keeper did not aid nor incite the refusal, but had in fact commanded the waiter to serve the guest and had afterward discharged him for the refusal. It is well settled that a master is liable for an injury done by a servant, whether through negligence or malice, when engaged in the discharge of a duty which the master owes to the person injured. *Croker* v. *Railway Co.*, 36 Wis. 657. Compensatory damages may be recovered without the master ratifying the act. *Spalding* v. *Railway Co.*, 33 Wis. 582; but it is otherwise if exemplary damages are sought to be recovered. *Bass* v. *Railway Co.*, 39 Wis. 636.

Racing Association—Rules of Jockey Club—Reasonableness—Amusements.—Grannan v. *Westchester Racing Ass'n*, 47 N. E. Rep. 896 (N. Y.). Defendant had ruled plaintiff off the turf and excluded him from attendance at a subsequent race, for which he had purchased a ticket, because of a bribe offered by him to jockeys in a race, in violation of a rule of the jockey club, declaring such act a dishonest practice and violation of its rules. Defendant was an association organized under Ch. 570, Laws 1895, which licensed it to conduct races for a stake upon condition that all running race meetings should be conducted by it subject to the reasonable rules of the jockey club. *Held*, that the rule in question is not unreasonable; is not a restriction upon the rights of the public in a franchise enjoyed by the association; violates no contract, takes away no property, and interferes with no vested right. Also, that the exclusion of an offender is not limited to the particular day on which the offense occurred, and that such exclusion is not violative of Laws 1895, c. 1042, relating to the equal rights of all persons at places of amusement, etc. Compare *Civil Rights Cases* 109 U. S. 3, 3 Sup. Ct. 18.

MISCELLANEOUS.

Corporations—Appropriation of Assets—Individual Indebtedness.—Mt. Verd Mills Co. v. *McElwee*, 42 S. W. Rep. 465 (Tenn.). Defendant received from his brother, the secretary and treasurer of an incorporated com-

pany, several small checks in settlement of his (the secretary's) indebtedness, and drawn in his official capacity. The checks were charged to defendant and the company sued to recover value. *Held*, defendant was liable. The rule that one partner cannot give a partnership check without the assent of the other partners, in payment of his individual debt, as found in *Rogers* v. *Betterton*, 93 Tenn. 630, 27 S. W. 1017, applies in this case.

Negligence of Attorney — Liability — Measure of Damages.—Fay v. *McGuire, et al.*, 47 N. Y. Supp. 286. The defendants, who were attorneys, represented to plaintiff, their client, that a mortgage which they had obtained for him upon certain property was a first lien. Plaintiff foreclosed and took a purchase-money mortgage from the purchaser. The purchaser subsequently made a contract to sell the property, but could not until he had paid certain prior incumbrances and liens on the property, which the defendants had not discovered. He claimed, and the plaintiff paid him half the sum expended in clearing the property. *Held*, that defendants were liable to the plaintiff, who was entitled to be put as nearly as possible in the position which he would have occupied if his mortgage had been a first lien. The measure of damages was the sum paid in removing prior incumbrances.

Copyright—Subjects of Copyright—Price Catalogue.—J. L. Mott Iron Works v. *Clow et al.*, 82 Fed. 316. Plaintiffs, who were manufacturers of plumbers' supplies, had issued an illustrated catalogue of their wares, which was largely copied by defendants, a rival concern. Held, that an injunction would not lie to restrain defendants from further publication of their catalogue, as the original cuts were of articles which could not be the subject of artistic treatment, and the letter-press was confined to a description of the wares, and of no artistic merit, and hence not entitled to be copyrighted. The object of the constitutional provision is to promote the dissemination of learning by protecting works which promote general knowledge in science and useful arts. It is not intended as a protection to traders in the particular manner in which they may shout their wares. In *Hotten* v. *Arthur*, 1 Hem. & M. 603, the court ruled in favor of the copyright of a catalogue of curious books, not on the ground that it was an advertisement, but that it contained original matter. But in *Cobbett* v *Woodward*, L. R., 14 Eq. 407, an injunction was denied where the catalogue infringed contained engravings of furniture, with remarks of description. This case was flatly overruled in *Maple & Co.* v. *Junior Army & Navy Stores*, 21 Ch. Div. 369. The Supreme Court of the United States, however, has expressly approved of *Cobbett* v. *Woodward*, *supra*. See *Baker* v. *Selden*, 101 U. S. 99, 105; *Clayton* v. *Stone*, 2 Paine 382, Fed. Cas. 2872. See, also, *Jeweler's Mercantile Agency* v. *Rothschild*, 39 N. Y. Supp. 700, reported in Vol. VI., No 1, of the YALE LAW JOURNAL.

Auction—Representations—Description of Incumbrance.—Blanck v. *Sadler*, 47 N. E. Rep. 920 (N. Y.), Plaintiff purchased premises, at a public auction, which were stated to be subject to a mortgage of a certain amount, at a certain rate of interest and having a certain time to run. No further representations as to the terms of the mortgage were made at the time. On subsequently looking up the title plaintiff discovered a clause securing payment of the mortgage in gold coin, "of the present standard of weight and fineness." *Held*, two judges dissenting, that this clause did not constitute such a variance from the incumbrance described as to justify purchaser in rejecting the title. He was notified of the existence of the mortgage, but made no inquiry as to